

SERIAL 05033 - S STORM AND SEWER LINE CLEANING

CONTRACT PERIOD THROUGH JUNE 30, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **STORM AND SEWER LINE CLEANING (NIGP CODE 91381)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 22, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/ks
Attach

Copy to: Clerk of the Board
 Jim Baker, MCDOT
 Kathy Sicard, Materials Management

(Please remove Serial 00078-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **STORM AND SEWER LINE CLEANING
(NIGP CODE 91381).**

1.0 INTENT:

The intent of this Invitation for Bids is to provide a source for Storm and Sewer Line Cleaning through the use of high pressure hydro-jetting. This contract is to cover both semi-annual cleaning and line unplugging for storm and sewer pipe over 4" I.D. (The County utilizes another contract for pipe 4" and under).

The primary user of this contract will be the Maricopa County Department of Transportation (MCDOT). Facilities Management will use this contract to provide service for main lines at various building locations. Other County Departments may also use this contract. Only Purchase Orders will authorize this service.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 The Contractor, upon request from Maricopa County shall perform hydro-jetting and vacuuming of loosened material from sanitary sewers and storm drain lines. This service to be all inclusive, that is, the labor rate bid shall include all materials, tools, equipment, labor, supervision, transportation, and trip charges.
- 2.2 Normal business hour service shall be provided to the County between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding County holidays. Service calls performed outside of these time parameters shall be considered after hours. Contractor shall be notified by a County representative as to the location of the sewer line. The Contractor shall respond within four (4) hours on site after receiving the service call for both business hours and after hours. If an emergency request, response time shall be within two (2) hours on site of notification from a County representative.
- 2.3 At the County agency's option, pre-set schedules may be established for quarterly and semi annual cleaning.
- 2.4 The equipment should be truck mounted for easy access to various locations within Maricopa County.
- 2.5 The water hydro-jetter should be capable of 2000 PSI maximum and up to 100 gallon per minute of water flow at the nozzle.
- 2.6 Vacuum shall be a ~~twi~~ **twenty-seven (27) inch fan (or equivalent)** configuration due to the requirement of removing large quantities of material from storm drain lines.
- 2.7 The water tank shall be capable of a carrying capacity of 1500 gallons and a debris box with a minimum capacity of 6 cubic yards. **The County shall provide water or a source for water for any job requiring greater than 1500 gallons to complete.**
- 2.8 The Contractor shall vacuum debris from manholes, sediment basins, and dry wells and remove the debris from County property.
- 2.9 **BROKEN SEWER LINES AND DAMAGE TO CONTRACTOR'S EQUIPMENT:**

The County shall not be held responsible for broken cables or hoses while either cleaning a line or attempting to unclog one, with the exception of removal of Contractor's damaged equipment caused by structural defects (broken and/or out of alignment) in a line. In this case, the County will pay for labor to remove broken cables/hoses, but not to repair or the replacement of damaged equipment. The Contractor must exercise caution when hydro-jetting any line. A belly in a storm/sewer line is not considered broken/damaged.
- 2.10 The Contractor is responsible for the safe removal and disposal of all debris in accordance with all Federal, State and local codes, regulations and statutes.

2.11 The Contractor is responsible for the cost of required permits and the disposal of the waste debris.

2.12 The cost of travel shall be included in the bid price. Travel charges are not allowed except as follows:

For MCDOT maintained roadways as defined in §2.13, one (1) hour mobilization and one (1) hour de-mobilization may be charged for work at a location outside a 35-mile radius from the Durango Complex.

2.13 Maricopa County Roadways:

2.13.1 Clean the MCDOT maintained roadway storm culverts and drains, sediment basins, and dry wells (18' deep) on an as needed basis as determined by MCDOT.

2.13.2 MCDOT will contact the contractor to schedule and provide location(s) of storm culverts and drains to be cleaned.

2.13.3 The equipment is specified on the pricing page. All equipment shall come with an experienced operator.

2.14 **INVOICING:**

Invoices must be billed to the County agency making the request.

Contractor is warned that a purchase order number must be obtained from the requesting agency prior to commencement of work.

All invoicing **MUST** include: Purchase Order number; Terms as bid; Contract serial number; Job site name and address; Description of work performed; Labor rate as bid per building; Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.15 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.16 **DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications (§2.2). Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, MCDOT, (602) 506-4054

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON THURSDAY, APRIL 21, 2005, 9:00 A.M. M.S.T., AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.10.1 Compliance with specifications

3.10.2 Price

3.10.3 Determination of responsibility

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), one (1) copy, and one (1) electronic copy of ATTACHMENT A (Pricing) on a CD in Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

PRO PIPE, 2222 W GRANT STREET, PHOENIX, AZ 85009

PRICING SHEET S049501/B0604611

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

ALL PRICING SHALL BE SUBMITTED ON A CD FORMATTED IN EXCEL. NO BIDS WILL BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR BID SUBMITTAL. ANY BID NOT CONTAINING THE REQUIRED CD WILL BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

1.0 PRICING:

	<u>HOURS</u>	<u>AFTER HOURS</u>
1.1 4+” through 8” – first 400 ft.	\$.50/FT	\$.50/FT
1.2 4+” through 8” – 401 – 2000 ft.	\$.39/FT	\$.39/FT
1.3 4+” through 8” – 2001 – 10,000 ft.	\$.39/FT	\$.39/FT
1.4 8+” through 12” – first 400 ft	\$.39/FT	\$.39/FT
1.5 8+” through 12” – 401 – 2000 ft	\$.39/FT	\$.39/FT
1.6 8+” through 12” – 2001 – 10,000 ft	\$.39/FT	\$.39/FT
1.7 Mobilization charges for §1.1 – 1.6 (above) (Price includes first 100 feet)	\$100.00 Per Call	\$100.00 Per Call
1.8 Clean storm culverts and drains 18” or larger	\$118.75 Hour	\$118.75 Hour
1.9 Water truck, w/operator and full	\$30.00 Hour	\$30.00 Hour
1.10 Per hour labor rate to remove broken cable/hoses Due to structural damages to lines:	\$125.00 Hour	\$125.00 Hour
1.11 Mobilization/de-mobilization for sites outside a 35 mile radius from the Durango Complex	\$75.00 per Mobilization	
1.12 Labor, for services not specified, outside the scope of contract		\$115.00/Hour

PRO PIPE, 2222 W GRANT STREET, PHOENIX, AZ 85009

Terms:	2% 10 Net 30
Vendor Number:	W000003085 X
Telephone Number:	602-861-3944
Fax Number:	602-861-1423
Contact Person:	Dean Monk
E-mail Address:	dmonk@hswcorp.com
Company Web-Site:	www.pro-pipe.com
Insurance Certificate:	Required
Contract Period:	To cover the period ending JUNE 30, 2010.